

CONTRACT

Montville Township Board of Education
BOARD OF EDUCATION TOWNSHIP OF MONTVILLE

AND

MONTVILLE TOWNSHIP ADMINISTRATORS ASSOCIATION

1981-1982

X

1982-1983

LIBRARY
Institute of Management and
Labor Relations

FEB 11 1983
RUTGERS UNIVERSITY

CONTRACT

THIS AGREEMENT made and entered into this 20th day of October, 1981 between the Montville Township Administrators Association, a public employee association of the State of New Jersey hereinafter called the "Association" and the Board of Education of the Township of Montville, County of Morris, State of New Jersey, a public corporation in the State of New Jersey hereinafter called the "Board."

WHEREAS, the Board and the Association have negotiated in an effort to reach agreement as to the terms and conditions of employment for administrators within the school district for the years 1981-1982, 1982-1983 now, therefore, it is agreed as follows:

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive representative for collective negotiations concerning grievances and terms and conditions of the employment for Elementary School Principals, the Middle School Principal, the High School Principal, the Vice Principal of the Middle School, the Assistant Principals at the High School, the Director of Student Personnel Services.

ARTICLE II

LEGAL REFERENCE

If any provision or application of this agreement is held to be contrary to law then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions contained herein shall continue in full force and effect.

Administrators employed by the Board will render services and conduct themselves in accordance with rules, regulations and directives issued by the Superintendent and the Board.

ARTICLE III

COMPENSATION

Section 1. Individual tenured Administrators will be given the opportunity to discuss their performance with the Superintendent of Schools.

Tenured Administrators will be observed and evaluated a minimum of two

times during the school year. On or before December 15th, the tenured Administrator will receive a mid-year evaluation which will provide him with some indication of his performance and include an opportunity for remediation where performance deficiencies exist. The second observation and evaluation shall occur on or before March 15th.

The Administrator's final evaluation will be the basis upon which the individual's pay will be established in accordance with the salary agreement attached hereto as Schedule A and incorporated by a reference.

The contract recommendation shall be presented to the Administrator on or before April 30th of each calendar year.

Section 2. Individual non-tenured Administrators will be given the opportunity to discuss their performance with the Superintendent of Schools.

Non-tenured Administrators will be observed and evaluated a minimum of three times during the school year. One observation and evaluation will occur on or before November 20th, the second observation and evaluation shall occur on or before January 20th and the third observation and evaluation shall occur on or before March 15th.

The Administrator's final evaluation will be the basis upon which the individual's pay will be established in accordance with the salary agreement attached hereto as Schedule A and incorporated by a reference.

The contract recommendation shall be presented to the Administrator on or before April 30th of each calendar year.

Section 3. The individual contract of each Administrator employed by the Board during the 1981-1982 and 1982-1983 school years shall provide for compensation in accordance with the salary agreement attached hereto as Schedule A and incorporated by a reference, subject to the recommendations of the School Superintendent to the Board's Personnel Committee and approval of the Board.

ARTICLE IV

INSURANCE

The Board shall provide hospitalization insurance for Administrators employed by it with coverage substantially similar to that provided by Blue Cross/Blue Shield Plan, Rider J.

The Board will provide Dental Insurance for the Administrators employed by it, with coverage being substantially similar to coverage provided by Blue Cross/Blue Shield Individual Plan B, with no deductible. If available from the insurance carrier the Board will provide family dental coverage, but the additional cost will be the responsibility of each administrator for the 1981-1982 school year. For the 1982-1983 school year, the family dental coverage additional cost, if available will be borne by the Board of Education.

The Board shall reserve the right to select and/or change the Insurance company or companies which provide coverage.

ARTICLE V

ADMINISTRATIVE LEAVE

Section 1. All Administrators shall be granted twelve (12) sick days leave. Any unused sick leave days shall be cumulative and available for sick leave, if needed, in subsequent years. The parties hereto recognize that the Board may require a validated doctor's certificate as a condition for the granting of sick leave. The parties hereto further agree that the Board through the Superintendent, may require that Administrators submit to a physical examination by a licensed physician as a condition for the granting of sick leave.

Section 2. Administrators shall be entitled to five (5) non-cumulative leave days per year with pay due to personal emergencies which shall include the following: personal legal matters, religious holidays, severe illness in the immediate family, marriage of the employee or member of the employee's "immediate family" or other personal emergency.

- a. Three such personal days may be taken without a statement of the reasons for such leave provided that notification be given by the Administrator to the Superintendent or his designee prior to the start of the school day for which such leave is sought.
- b. The remaining two personal days may be taken only upon the prior submission by the Administrator of a statement of the reason(s) for such leave to the Superintendent or his designee at least forty-eight hours prior to the leave requested except in circumstances of emergencies, in which event, the reasons shall be furnished as soon as possible. The Superintendent shall evaluate the request and the reasons given for leave provided herein in accordance with the standards for leave for personal emergency days, as set forth herein.

Section 3. All unit personnel shall be entitled to the Thanksgiving, Winter and Spring Recesses as approved by the Board of Education.

Section 4. All unit personnel shall be entitled to the following legal holidays: Labor Day - Columbus Day - Veteran's Day - Thanksgiving Day - Christmas Day - New Year's Day - Washington's Birthday - Good Friday - Memorial Day - Independence Day. Members of the unit who exercise their legal right to take the Lincoln's Birthday Holiday when school is in session or decreed National/State Legal Holidays, such as Martin Luther King's Birthday may do so subject to the condition that they shall report to work during the Spring Recess for the equivalent number of days.

Section 5. All unit personnel shall be entitled to 20 annual vacation days to be scheduled by the Administrator with the Superintendent. Changes may be made in the vacation schedule only by mutual agreement between the Administrator and the Superintendent.

Section 6. Administrators shall also be entitled to take a total of four leave days in circumstances where there is a death of a member of the Administrator's "immediate family," which shall be defined as including the Administrator's spouse, child, parent, brother or sister, mother-in-law and father-in-law. The Board of Education shall have the discretion to grant a reasonable extension of such leave for death in the Administrator's "immediate family" in the event a request for such extension is made, and the Superintendent determines that such request is reasonable.

Section 7. The leave granted in the within article shall constitute the total leave allowed to Administrators for which compensation shall be paid by the Board, except for Professional Days which shall be granted as per the Board of Education Policy.

Section 8. Each unused non-cumulative personal day shall be converted to cumulative sick leave at the end of each school year.

Section 9. Upon retirement, after fifteen (15) years of service in the district and collecting pension benefits, Administrators will be paid \$12 a day for two-thirds (2/3) of their accumulated sick day leave. Eligibility for this payment shall be contingent upon eligibility under the New Jersey State Retirement System. Members of the MTAA may accumulate only a maximum of (15) fifteen sick days during each contract year.

ARTICLE VI

PHYSICAL EXAMINATIONS

The Board agrees to pay up to \$250.00 annually toward one complete physical examination of each Administrator. Payment will be made upon the receipt of appropriate documentation from a physician chosen by the Administrator.

The results of this examination shall be confidential between the

physician and the Administrator but the physician shall furnish a written statement to the Superintendent that no physical deficiency or illness exists that would impair the performance of the Administrator over the term of the school year.

ARTICLE VII

PROFESSIONAL GROWTH

The Board agrees to provide reimbursement for tuition, inter and intra district travel allowances, and/or workshop/convention costs and/or professional dues, the aggregate cost not to exceed \$1,500 for each Administrator to be used during the term of this contract. There shall be no accrual of unused moneys beyond the term of this contract. Tuition, workshop/convention, and professional dues reimbursement hereunder shall be reimbursed upon receipt by the administrator or prior written approval of the Superintendent and subject to the following conditions:

- a. In the case of tuition, the Administrator must be matriculated in a post master's, master's specialist or doctoral program and taking a course required in the program. The Superintendent may approve individual requests for tuition reimbursement when the course is not required by a degree program.
- b. In the case of workshops and/or conventions the Board agrees to reimburse each administrator for attendance workshops and/or conventions. The administrator shall present proof of attendance at workshops and/or conventions to the Superintendent in order to qualify for reimbursement.
- c. In the case of professional dues, the Board agrees to reimburse each administrator for professional dues to any professional organization, excluding the NJEA, dedicated to the advancement of education upon submission of billing notice.
- d. In the case of inter and intra district travel allowances the Board

agrees to reimburse each administrator for travel on approved school business at a rate per mile to be determined as per the Travel Reimbursement Board Policy.

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 1. Definition:

A "grievance" is a claim by an Administrator or the Association based upon the interpretation, application or violation of this agreement.

Section 2. Purpose:

The primary purpose of the procedure hereby set forth is to secure at the lowest level possible, equitable solutions to the problems of the parties. Except as is necessary for the purpose of implementing this procedure, both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any Administrator having a grievance to discuss the matter informally with any appropriate member of the Administration.

Section 3. Exclusions:

The following matters shall not be the basis of a grievance:

- a. Any matter which according to law is either beyond the scope of Board authority or limited by statute to unilateral Board action;
- b. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the New Jersey Department of Education.
- c. A complaint by any Administrator occasioned by appointment to or lack of appointment to, retention in or lack of

retention in, any position to which tenure is either not possible or not required.

Section 4. Procedure:

The Board of Education and the Administrators recognize that the best interest of public education will be served by establishing grievance procedures for professional staff personnel to provide an orderly method for them to seek mutually satisfactory agreement on problems before them and to appeal through designated channels in the event of an impasse.

- a. The procedure for the processing of grievances shall be as follows:

Level 1. An aggrieved person(s) institute a grievance under the provisions hereof within 10 calendar days of the occurrence of, or within 10 calendar days after the aggrieved person(s) would reasonably be expected to know of its occurrence. Failure to so act within the aforesaid 10 day period shall be deemed to constitute an abandonment of the grievance and no further proceedings hereunder shall be permitted. The aggrieved person(s) filing a grievance hereunder shall first discuss the grievance orally with the aggrieved person(s) immediate administrative supervisor to attempt to resolve the matter at that level.

Level 2. If the grievance remains unresolved, the aggrieved person(s) shall within 5 days following the formal conference or lack of same submit the grievance to the aggrieved person(s) immediate supervisor in writing which shall specify:

- a. The nature of the grievance and the remedy requested;
- b. The nature and extent of injury or loss;
- c. The results of the previous discussion;
- d. The basis of the dissatisfaction with the determination.

The aggrieved person(s) immediate supervisor shall within 5 calendar days submit a written decision on the grievance which shall be transmitted to the aggrieved person. In no case would a written grievance be acted upon if presented after 15 days.

Level 3. If the grievance remains unresolved, the aggrieved person(s) shall no later than 5 calendar days after receipt of the immediate supervisor's written decision, appeal said decision to the Superintendent. The appeal must be in writing and include copies of all relevant documents as well as

a statement explaining the aggrieved person(s) dissatisfaction with the decision previously rendered. The aggrieved person(s) shall at the time of the filing the appeal also furnish the immediate supervisor with a copy of any additional document(s) deemed relevant to the grievance. The Superintendent shall attempt to resolve the grievance as expeditiously as possible and shall have authority to conduct such hearing (in such a manner as he deems necessary) to resolve the grievance. In any event, the Superintendent shall within 10 calendar days after receipt of the written grievance (unless a different period is mutually agreed upon) advise the aggrieved person(s) in writing of his determination to the immediate supervisor of the aggrieved person(s) who acted on the grievance below.

Level 4. If the grievance remains unresolved, the aggrieved person(s) shall state in writing no later than 10 calendar days after receipt of the Superintendent's decision, the grounds for the grievance to the Board of Education in the same manner and in the same procedure as it was made to the Superintendent. The Board of Education shall request and hold a hearing concerning the grievance and shall render a written determination of the grievance no later than 20 calendar days following receipt of the grievance.

Level 5. If the grievance remains unresolved, the aggrieved person(s) shall have the right to advisory arbitration of the grievance provided that such request for advisory arbitration shall be made known to the Board, through the Board Secretary, no later than 10 calendar days following the determination of the grievance by the Board. Failure to demand arbitration within the aforesaid time period shall constitute a bar to arbitration unless the aggrieved person(s) and the Board shall mutually agree upon a different time period within which to assert the request.

- b. The following procedure shall be to secure the services of an arbitrator:
 - 1. Either party may request the American Arbitration Association (AAA) to submit a roster of persons qualified to function as an arbitrator in the dispute.
 - 2. The procedure for arbitration shall be in accordance with the rules promulgated by the AAA and parties agree to comply with the aforesaid rules.
 - 3. Each party shall bear the total cost incurred by themselves. The fees and expenses of the arbitrator are the only costs which shall be shared equally. All other expenses and costs incurred shall be borne by the party incurring same.
- c. All time limits stated herein shall be deemed mandatory as a condition for compliance with the requirements of this Article and may be shortened or lengthened only upon the mutual written consent of the parties hereto.

- d. The arbitrator shall not have power to add to, subtract from or otherwise change any of the provisions of this agreement.

ARTICLE IX

FULLY BARGAINED PROVISIONS

The parties agree that this agreement constitutes the entire contract between them governing the rates of pay and working conditions of the employees in the bargaining unit during the term hereof and settles all demands and issues on all matter subject to collective bargaining, including any demands made by the Association during negotiations.

Accordingly, the MTAA expressly waives the right during the term of this agreement to demand, discuss, or negotiate upon any subject matter, whether or not such subject matter is specifically contained in this agreement or whether such subject matter has or has not been raised or discussed by either party during the negotiations leading up to the execution of this agreement.

ARTICLE X


NEW POSITIONS

Should any additional holders of job titles petition to be included in the bargaining unit, the Board reserves the right to place them in any existing lane or to construct a separate and distinct lane for the job title.


The terms of this Agreement shall commence July 1, 1981 and shall terminate June 30, 1983.

IN WITNESS THEREOF, the parties hereto have set their hands and seals.

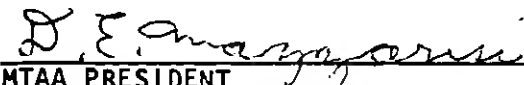
THE BOARD OF EDUCATION OF
MONTVILLE TOWNSHIP


BOARD PRESIDENT

ATTEST:


BOARD SECRETARY

MONTVILLE TOWNSHIP ADMINISTRATORS'
ASSOCIATION


MTAA PRESIDENT

ATTEST:


MTAA SECRETARY

SCHEDULE A

1981-1982 and 1982-1983 Salary Agreement

Each Administrator covered by the bargaining unit will receive a salary increase for 1981-1982 and 1982-1983, based on his or her final yearly evaluation point score. Each Administrator's 1981-1982 and 1982-1983 salary will be determined by utilizing the following percentage increase breakdown:

| <u>Evaluation Point Score</u> | <u>Percentage Increase</u> | |
|-----------------------------------|----------------------------|------------------|
| | <u>1981-1982</u> | <u>1982-1983</u> |
| 301 + | 12.0 | 12.0 |
| 281 - 300 | 10.5 | 10.5 |
| 261 - 280 | 9.5 | 9.5 |
| 260 and below | 9.0 | 9.0 |

Each Administrator has the option of having the Montville Board of Education pay for their Contributory Life Insurance. If this option is chosen by the Administrator, a request must be made in writing prior to May 31st of the year preceding the scheduled increase. Each Administrator who decides to take this option will have his salary reduced by the actual cost of this benefit.